



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

March 18, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT WITH THE ALTADENA MOUNTAIN RESCUE TEAM
FOR USE OF ONE (1) 2007 CHEVROLET COLORADO TRUCK
(FIFTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign an agreement with the Altadena Mountain Rescue Team for the use of a 2007 Chevrolet Colorado, black and white truck, at no cost to the County, effective upon your approval and terminating in six years or when mutually agreed upon.
2. Approve County to indemnify and defend the agency from all liability arising out of the County's use of the vehicle, other than liability resulting from defects or malfunctions related to acts or omissions of the manufacturer. The Los Angeles County Sheriff's Department (Department) will provide repairs and maintenance service for the vehicle.
3. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Carl J. Pedroza, Reserve Captain, Altadena Mountain Rescue Team, 780 East Altadena Drive, Altadena, California 91001-2398, for the generous loan and use of this equipment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Altadena Mountain Rescue Team wishes to loan, under bailment agreement, the use of a 2007 Chevrolet Colorado, black and white truck, Vehicle Identification Number 1GCDT13E378236742 to the Department for exclusive use by personnel assigned to the Altadena Mountain Rescue Team.

Implementation of Strategic Plan Goals

Acceptance of this donation supports the County's Strategic Plan Goals 1 and 2 for Service Excellence and Workforce Excellence. Acceptance of this vehicle will enhance both the quality and productivity provided by the Mountain Rescue Team and the areas surrounding Altadena Sheriff's Station where they serve.

FISCAL IMPACT/FINANCING

The County of Los Angeles will hold the title as registered owner only. The Altadena Mountain Rescue Team will hold legal title. All liability insurance will be provided and paid for by the Department. These costs will be absorbed within the existing budget allocation. Maintenance and repairs will be provided by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle will be on loan to the Department for a period of six years. However, the vehicle will be returned to the Altadena Mountain Rescue Team when, if in the opinion of the Department, the vehicle is no longer suitable for County service or when the County and Altadena Mountain Rescue Team have mutually agreed upon the termination of this bailment and five (5) days advance written notice for the return of the vehicle is given. This letter has been reviewed and approved by County Counsel as to form.

CONTRACTING PROCESS

See the attached bailment contract for detailed information.

IMPACT ON CURRENT SERVICES

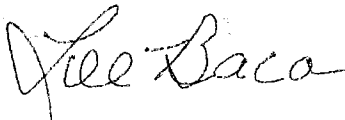
There is no impact on current County services.

The Honorable Board of Supervisors
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CONCLUSION

Upon the Board's approval, please return an adopted stamped copy of the letter and the agreement to the Department. The Department's contact for the requested Board action is Sandra Engelbart, Operations Assistant II, (323) 267-2513.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA
SHERIFF

BAILMENT CONTRACT

This Contract of Bailment ("Agreement") is made and entered into this 18TH day of MARCH, 2008, by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and the "Altadena Mountain Rescue Team" hereinafter called "Altadena Mountain Rescue Team."

1. **Bailment of Property:** Altadena Mountain Rescue Team hereby bails one (1) vehicle: 2007 Chevrolet Colorado, black and white truck, Vehicle Identification Number 1GCDT13E378236742, hereby referred to as "Vehicle."

2. **Term of Bailment:** This Bailment shall commence on the day first written above, and shall terminate in six (6) years or when mutually agreed upon by giving the COUNTY five (5) days advance written notice for the return of the Vehicle and the Vehicle has been redelivered to the Altadena Mountain Rescue Team within five (5) days of such notice.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the Vehicle. COUNTY will provide all necessary maintenance and repairs at no cost to the Altadena Mountain Rescue Team. COUNTY has the right to inspect said Vehicle prior to acceptance. Altadena Mountain Rescue Team shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. COUNTY shall maintain the Vehicle in good working order and condition, ensure proper servicing and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicle. COUNTY shall pay for normal service required for the proper operation of the Vehicle. COUNTY shall pay for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle.

4. COUNTY agrees to indemnify and defend Altadena Mountain Rescue Team from any and all liability, losses, or damages Altadena Mountain Rescue Team may suffer and from any claims, demands, costs, or judgments against the Altadena Mountain Rescue Team arising out of COUNTY's use or operation of Altadena Mountain Rescue Team's Vehicle. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

5. **Titles:** Title to the property is, and shall at all times remain in the name of Altadena Mountain Rescue Team. The property shall not be transferred or delivered to any persons other than Altadena Mountain Rescue Team without Altadena Mountain Rescue Team's prior written consent. Neither shall this Agreement nor the Bailment created hereby be assigned by COUNTY, either by act or by operation of law.

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6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY's use of this Vehicle shall be at no cost.

7. **Inspection by County:** COUNTY agrees to allow Altadena Mountain Rescue Team to inspect the Vehicle or otherwise observe it such times and locations as mutually agreed upon. COUNTY shall provide Altadena Mountain Rescue Team with such mileage, safety, operating, and other information, or copies of any such records maintained by COUNTY with respect to the Vehicle as Altadena Mountain Rescue Team or any government agency may require from time to time.

8. **Use Of Vehicle:** COUNTY may use the Vehicle for any lawful purpose, including use in connection with investigations and law enforcement activities. This vehicle is for the exclusive use by personnel assigned to the Altadena Mountain Rescue Team. COUNTY shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall COUNTY disconnect the odometers or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** COUNTY shall assume all risks of loss to the Vehicle:

- a) From the time it is delivered by the Altadena Mountain Rescue Team to the COUNTY and upon inspection and acceptance by COUNTY.
- b) Until the Vehicle is returned to Altadena Mountain Rescue Team at its place of business.

Upon inspection/acceptance, COUNTY shall be responsible for any and all damages to the equipment except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said Vehicle. In the event of damages to the Vehicle, COUNTY shall notify Altadena Mountain Rescue Team to that effect and follow such instructions that Altadena Mountain Rescue Team may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to Altadena Mountain Rescue Team's agreement

as to such condition), COUNTY shall properly notify the Altadena Mountain Rescue Team thereof and hold any wreckage for disposal by Altadena Mountain Rescue Team. With respect to any loss, theft or damage to the Vehicle, COUNTY and Altadena Mountain Rescue Team shall negotiate the value for a comparably equipped Vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss.

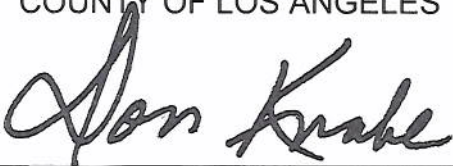
10. **Assignment:** COUNTY is expressly prohibited from assigning this Agreement or delegating performance of any of its obligations hereunder without prior written consent of Altadena Mountain Rescue Team.

11. **Publicity:** Neither party shall identify the other party as a joint venturer or partner or otherwise characterize the arrangement between them as anything other than a Bailment.

12. **Force Majeure or no Consequential Damages:** Altadena Mountain Rescue Team shall not be liable for any failure in performing any provision hereof due to fire or other casualty, labor difficulty, government restriction, or any cause beyond Altadena Mountain Rescue Team's control. IN NO EVENT SHALL THE ALTADENA MOUNTAIN RESCUE TEAM BE LIABLE FOR ANY LOSS OR PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO ANY THEFT, DAMAGE LOSS, DELAY OR FAILURE OF DELIVERY, OR DEFECT OR FAILURE OF THE VEHICLES, OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING, OR REPLACING THE SAME.

13. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Bailment Contract will be binding unless such modification is in writing, duly accepted, and executed by both parties.

COUNTY OF LOS ANGELES

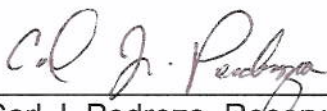
By 
CHAIR, PRO TEM, BOARD OF SUPERVISORS

Attest: Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

Altadena Mountain Rescue Team

By 
Deputy

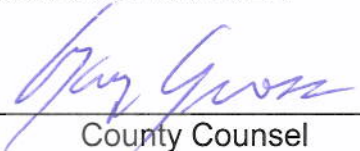


By 
Carl J. Pedroza, Reserve Captain

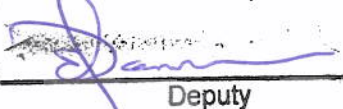
I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM BY
COUNTY COUNSEL:

RAYMOND G. FORTNER

By 
County Counsel

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 MAR 18 2008


SACHI A. HAMAI
EXECUTIVE OFFICER

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MAR 18 2008